

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant R&R Partners, Inc. 900 S Pavilion Center Dr. Las Vegas, NV 89144	2. Registration No. 6095
3. Name of Foreign Principal National Patriotic Party	4. Principal Address of Foreign Principal National Headquarters PMB, ACCRA-North, Ghana
5. Indicate whether your foreign principal is one of the following: <div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"> <input type="checkbox"/> Foreign government </div> <div style="width: 50%;"> <input checked="" type="checkbox"/> Foreign political party </div> <div style="width: 100%;"> <input type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Association </div> <div> <input type="checkbox"/> Committee <input type="checkbox"/> Voluntary group <input type="checkbox"/> Other (<i>specify</i>) _____ </div> </div> </div> <input type="checkbox"/> Individual-State nationality _____ </div>	
6. If the foreign principal is a foreign government, state: <div style="margin-left: 20px;"> a) Branch or agency represented by the registrant b) Name and title of official with whom registrant deals </div>	
7. If the foreign principal is a foreign political party, state: <div style="margin-left: 20px;"> a) Principal address National Headquarters PMB, ACCRA-North, Ghana </div> <div style="margin-left: 20px;"> b) Name and title of official with whom registrant deals Ken Oforiatta, Party Official </div> <div style="margin-left: 20px;"> c) Principal aim Identify and schedule meetings for purpose of introducing campaign officials and potential governmental leaders of Ghana to various non-governmental entities in the United States. </div>	

Formerly CRM-157

FORM NSD-3
Revised 03/11

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
October 30, 2012	Morgan Baumgartner, General Counsel	/s/ Morgan Baumgartner eSigned

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

R&R Partners, Inc.

2. Registration No.

6095

3. Name of Foreign Principal

National Patriotic Party

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Some of registrant's services will include identifying non-governmental entities with whom National Patriotic Party officials should meet to establish and enhance relationships in the United States for purposes of furthering understanding of issues of relevance to Ghana. R&R will schedule and accompany National Patriotic Party officials to such meetings.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Some of registrant's services will include identifying non-governmental entities with whom National Patriotic Party officials should meet to establish and enhance relationships in the United States for purposes of furthering understanding of issues of relevance to Ghana. R&R will schedule and accompany National Patriotic Party officials to such meetings.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Some of registrant's activities will include providing advice and assistance for enhancing US/Ghana political and economic relationships.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
October 30, 2012	Morgan Baumgartner, General Counsel	/s/ Morgan Baumgartner eSigned

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

AGREEMENT

THIS AGREEMENT entered into this 24 day of April 2012, by and between Nana Addo Dankwa Akufo-Addo for President of Ghana ("Client") and R&R Partners, Inc., A Nevada Corporation (Agency).

ARTICLE I

TERM OF CONTRACT

Section 1.01 Term: This Agreement shall begin on April 1, 2012 and will terminate on July 31, 2012 unless terminated earlier by either party according to Article V of this Agreement. This Agreement may be extended by mutual agreement of the parties.

ARTICLE II

SERVICES TO BE PERFORMED BY AGENCY

Section 2.01 Specific Services: Agency shall provide the following services related to Client's campaign for the presidency of Ghana (Campaign):

- (a) Develop a strategy for the Campaign and implement and oversee the Campaign strategy;
- (b) Develop messages and Campaign themes based on campaign research and develop targeted messaging to persuade sub-interest groups;
- (c) Assist with development and execution of voter registration and mobilization;
- (d) Provide strategic oversight of database development which shall include integration of data resulting from the voter registration efforts and provide oversight and direction for targeted use and implementation of database use in the Campaign;
- (e) Assist in development of external Campaign materials;
- (f) Assist with outreach to prospective Campaign donors in the United States;
- (g) Organize and schedule meetings in the United States for Client; and
- (h) Advise on other aspects of the Campaign as needed.

Section 2.02 Method of Performance: Agency will determine the method, details, and means of performing the above-described services in cooperation with Client. While Agency is committed to using its best efforts within the limits of this budget to achieve Client's objectives, Client recognizes that Agency makes no guarantees or warranties concerning the success of this effort.

Section 2.03 Independent Contractor: Agency shall perform the services under this Agreement as an independent contractor and shall not be treated as an employee of Client for federal, state or local tax purposes or for any other purposes.

Section 2.04 Work Product Ownership: As between Agency and Client, Client shall be the sole owner of all rights in and to materials developed and produced by Agency on Client's behalf, provided Client has paid all invoices due and owing to Agency pursuant to this Agreement. Notwithstanding anything to the contrary in this Agreement, Client understands and agrees that its rights in any third party materials or any services, including without limitation, stock photos, licensed materials, or talent and talent residuals, are subject to any terms and conditions set forth in any applicable agreement for those materials.

Notwithstanding anything in this Agreement to the contrary, Agency shall be permitted to use as a sample of its work, any materials produced by Agency, but owned by Client. Any Materials that have been rejected by Client or not paid for shall

remain the property of the Agency and may be submitted to other clients for their use, provided that such submission or use does not involve the release of any confidential information regarding Client's business or methods of operation.

Notwithstanding anything in this Agreement to the contrary, Agency retains all of its rights, title, and interest in and to (including, without limitation, the right to use) (i) all materials owned or licensed by Agency prior to, or independent from, the performances of services under this Agreement, and all modifications thereof, and (ii) all generic or proprietary information, and all ideas, methodologies, software, applications, processes, or procedures used, created, or developed by Agency in the general conduct of its business.

ARTICLE III

PAYMENT TERMS AND CONDITIONS

Section 3.01 Fees: In consideration for the services to be performed by Agency, Client agrees to pay Agency a fee of \$40,000 (USD) per month for the duration of this Agreement.

Section 3.02 Expenses: Client agrees to reimburse Agency for amounts incurred or accrued by Agency in connection with this Agreement, including without limitation, copying, postage, long distance, and delivery. Agency shall seek Client's approval prior to incurring costs associated with travel by Agency personnel.

Section 3.05 Billing Method and Payment Schedule:

- (a) Client shall pay the first two months of fees (\$80,000) upon execution of this Agreement. Notwithstanding any other provision of this Agreement, such fees are non-refundable. Thereafter, monthly fees shall be billed in advance to Client at the beginning of each month and fees are due upon receipt of invoice. Client shall pay fees due via wire transfer pursuant to wire instructions included on Client invoices.
- (b) Client agrees to pay the amount due to Agency for all expenses and costs within 15 days of receipt of each statement. Each invoice will itemize time spent and charged during the month by costs and taxes, and all other items being charged against each project. Copies of all outside invoices will accompany the bill to Client.
- (c) A late charge equal to 1.5% per month shall apply to any amounts not paid within 30 days of the date any amounts to be paid hereunder are due. The parties hereby agree the amount of the late charge is a reasonable estimate of the damages that Agency would suffer, which include Agency administrative costs and loss of the use of such unpaid amounts.

ARTICLE IV

OBLIGATIONS OF PARTIES

Section 4.01 Conflicts of Interest: Agency is not precluded hereunder from representing, or performing services for, and being employed by other persons or companies, provided that such services do not create a conflict of interest relative to Client.

Section 4.02 Confidentiality: Agency shall, with respect to any information received from and designated by Client or its agents:

- (a) Hold such information in strict confidence and use same only in connection with the services provided hereunder;
- (b) Comply with any further instructions from Client relating to confidentiality.

Section 4.03 Limited Liability: Notwithstanding termination of this Agreement, Agency will not be liable to Client, or to anyone who may claim any right due to a relationship with Client, for any acts or omissions in the performance of services under the terms of this Agreement or on the part of the employees or agents of Agency unless such acts or omissions are due to gross negligence or willful misconduct. Client will indemnify and hold Agency free and harmless from any obligations, costs, claims, judgments, attorneys' fees, and attachments arising from, growing out of or in any way connected with the services rendered to Client under the terms of this Agreement -- to include use of information provided by Client which, if published, Client warrants will be neither libelous nor wrongful. Agency shall accept Client representations as stated, and Agency has no independent duty to verify Client's statements and/or representations.

Notwithstanding termination of this Agreement, Client agrees to indemnify Agency against any loss Agency may sustain resulting from any claim, suit, or proceeding made against Agency when such claim, suit, or proceeding arises out of Client's use or broadcast of advertisements in violation of Agency's obligations to third parties including, but not limited to, obligations imposed by applicable union codes, contracts relating to the payment of talent or other fees, contracts relating to use of an individuals name and/or likeness, or contracts relating to the use of copyrighted or other proprietary materials.

Section 4.04 Assignment: Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Agency without the prior written consent of Client; except as provided herein.

Section 4.05 Reporting: Agency shall comply with all reporting and registration requirements that may be mandated by United States law and regulation including but not limited to the Foreign Agents Registration Act. Client agrees to comply with all reasonable requests of Agency necessary to comply with such reporting requirements.

ARTICLE V

TERMINATION OF AGREEMENT

Section 5.01 Notice: Notwithstanding any other provisions of this Agreement, either party hereto may terminate this Agreement at any time by giving thirty (30) days written notice to the other party. Client shall pay to Agency, within ten (10) days of such termination, all of Agency's fees, commissions, and expenses accrued or incurred to and including the date of termination, including any amounts incurred or accrued in connection with work in progress.

ARTICLE VI

GENERAL PROVISIONS

Section 6.01 Notices: Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing at the end of this Agreement, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of four (4) days after mailing.

Section 6.02 Entire Agreement: This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to rendering of services by Agency for Client and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any

party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the parties to this Agreement.

Section 6.03 Severability: If any provision of this Agreement is held to be invalid or unenforceable, then said provision shall not invalidate the remainder of this Agreement.

Section 6.04 Waiver: The waiver by either party of a breach or violation of any provision of this Agreement will not operate as or be construed to be a waiver of any subsequent breach thereof.

Section 6.05 Authorization to Sign: The parties hereby warrant that the persons executing this Agreement are authorized to execute this Agreement and are authorized to obligate the respective parties to perform this Agreement.

AGREED AND ACCEPTED

CLIENT: New Patriotic Party
Ghana

AGENCY:

R & R Partners, Inc.

900 Pavilion Center Drive

Las Vegas, Nevada 89144

BY: [Signature]
ICEN. OFORI-ATA

BY: [Signature]
K. James King

TITLE: Director
2012 Presidential Campaign

TITLE: Director

DATE: April 20, 2012

DATE: 5/1/12